

RENTAL APARTMENT TENANCY AGREEMENT

[ADDRESS] , Oshawa, Ontario, [PC]

This Apartment Tenancy Agreement made the ____ day of _____ 20____ pursuant to the *Short Form of Agreements Act* and the provisions of the *Residential Tenancies Act (RTA)* as amended.

BETWEEN _____
(the Landlord)

AND: _____
(the Tenant)

AND: _____
(the Guarantor, if required)
The Guarantor identified above guarantees to the Landlord that the Tenant shall abide by all agreements set out in this Agreement between the Landlord and Tenant. The Guarantor assumes all responsibility where the Tenant fails to meet their responsibilities and obligations.

1. **PREMISES:** The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord: [address], Unit _____, Oshawa, Ontario, _____.
2. **RENTAL APPLICATION:** The Tenant acknowledges receipt of a copy of the Rental Application which is deemed to be incorporated herein and to form part of this Tenancy Agreement. The Tenant warrants the truth of all facts contained therein, and agrees that any misstatement or omission in the said Rental Application constitutes a material misrepresentation rendering this Tenancy Agreement voidable at the option of the Landlord.
3. **TERM:** The Tenant shall occupy the Premises beginning the ____ day of _____ 20____, ("Occupancy Date") renting on a month-to-month basis. This Agreement renews automatically on a monthly basis.

If the Landlord is unable to give possession of the Premises on the Occupancy Date for any reason, the Landlord shall not be subject to any liability for failure to give such possession and the Landlord shall give possession as soon as the Landlord is able to do so. The rent shall abate until possession of the Premises is offered by the Landlord to the Tenant. Failure to give possession on the Occupancy Date shall not in any way affect the validity of this Tenancy Agreement, the obligations of the Tenant, or in any shall such failure be construed to extend the term of this Tenancy Agreement.

4. **OCCUPANTS AND SPOUSES:** The Tenant agrees to use the Premises only for his/her residence, and to abide by the covenants, provisions, rules and regulations of this Agreement. It is understood and agreed that only the following persons shall occupy the rented Premises in addition to the Tenant(s):

Full Name and Relationship to Tenant

Full Name and Relationship to Tenant

Full Name and Relationship to Tenant

Full Name and Relationship to Tenant

The Tenant and the above named individuals, collectively and individually the "Tenant," are the only persons allowed to live on the Premises without the prior written consent of the Landlord. No other person shall occupy the Premises for more than one (2) weeks in any calendar year without the prior written permission of the Landlord.

Any person found to be occupying the Premises other than those listed herein will be considered to be a trespasser. In such event, the Tenant agrees that the tenancy has been terminated by the Tenant effective on the date when the trespass took place if such date can be determined or the date that such trespasser was found to be occupying the Premises and the Tenant thereby **TENANT CONSENTS TO AN ORDER TERMINATING THE TENANCY AS ISSUED BY THE ONTARIO RENTAL HOUSING TRIBUNAL OR ITS SUCCESSOR.**

Upon the death of a Tenant, this Agreement or any renewal thereof shall terminate thirty (30) days after the death of the Tenant. In the event that there is more than one Tenant, and upon the death of one of them, this Tenancy shall be deemed to be automatically amended to include the Remaining Tenant(s) as Tenant(s), along with the Estate of the deceased Tenant for a period of thirty (30) days after the death of the respective Tenant, after which period the tenancy of the Estate only shall be terminated and this Tenancy Agreement and any renewal thereof shall be deemed to be amended in the name of the surviving Tenant(s) only.

5. **RENT:** During the period of this tenancy, the Tenant agrees to pay the rent as set out hereafter each month in advance on the first day of

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each month.

Paid FMR Amt	\$	Paid FMR Date		NSF Charge	\$40.00
Paid LMR Amt	\$	Other Amt(s) Paid	\$	Key Replaced	\$20.00
Electricity	\$Tenant Pays	Description of Other Amounts		Administration Fee (collect utilities, lock-outs, etc.)	\$60.00
Storage Locker	\$5.00	Storage Locker #			
Parking	\$20.00	Parking Space1 #		License Plate 1	
Total Rent	\$	Parking Space2 #		License Plate 2	
Tenant's Email Address					

The Tenant agrees to remit the rent that is due using an automated payment system known as Tenantpay, or such other automated payment service as may be determined by the Landlord from time to time. The online rent payment system shall be such that that it is similar in process to a person paying a telephone or utility bill online. The Landlord shall provide the Tenant with an account number that is unique to their apartment unit. The Tenant shall set up Tenantpay as a payee with their (a) online banking account, and/or (b) pay-by-telephone system, and/or (c) any financial institution or cheque cashing place where one can pay bills. The Tenant shall then ensure that the rent is remitted via Tenantpay on, or in advance of, the date the rent is due, as provided for herein.

The Tenant agrees to pay the new rent stated in a notice of rent increase given by the Landlord to the Tenant at least ninety (90) days before the anniversary date of this Agreement, which notice shall be pursuant to applicable legislation if any. If no notice is given by the Landlord, the Tenant agrees to pay the rent charged for the immediately preceding rent period. In either case, the Tenant shall pay the rent in advance, on or before the first day of each month.

6. INCLUDED AMENITIES: The following is included in the Tenant's rent:

Heat	Hydro	Water	Fridge	Stove	Clothes Washer	Clothes Dryer	HWT	Parking	Phone	Internet	Cable	Dish Washer	Air Con.	Garbage Compactor	Storage Locker	Heater	Humidifier	Other Appliances
No	No	Yes	Yes	Yes	Not allowed	Not allowed	Yes	Extra	No	No	No	Not allowed	Written permission from Landlord	Not allowed	Extra	Written permission from Landlord	Written permission from Landlord	Written permission from Landlord

If the Tenant fails to pay the utilities, the Landlord may pay them and collect them from the Tenant plus an Administration Fee per instance as noted above, as rent.

Everything contained with this Agreement shall extend to and be binding on the respective heirs, executors, administrators, assigns and successors to each party hereto. The provisions shall be read with all grammatical and gender changes necessary. In the event that there is more than one Tenant hereunder, all covenants contained herein shall be deemed joint and several and any notice given by or served on one Tenant shall be deemed notices given by or served on all Tenants of the same Premises.

- 7. **ELECTRICITY:** The Tenant agrees that it shall pay on time all due fees, levies or any other charges that are associated with the supply of electricity to the Premises, which supply is separately metered.
- 8. **PREPAID RENT DEPOSIT:** The Tenant shall deposit with the Landlord on or before signing of this Agreement a payment herein known as the "Prepaid Rent Deposit," in an amount equal to the total rent for the last month under this Agreement. This Prepaid Rent Deposit shall be applied towards the last month's rent of the term of this Agreement or any renewal thereof. The Landlord may pay to the Tenant interest annually thereon at the rate required by law by adding such interest to the Prepaid Rent Deposit, and the Tenant accepts such addition as payment in full of the interest. Immediately following any increase in the rent, the Tenant shall pay to the Landlord by way of increase in the Prepaid Rent Deposit an additional amount such that the deposit then held plus any interest paid and the said additional amount, equal the rent as increased.
- 9. **CREDIT CHECK:** The Landlord is hereby authorized by the Tenant to contact any local credit bureau and also any credit reference and/or other reference listed on the Apartment Tenancy Application that the Landlord deems reasonable or necessary. The Tenant warrants and represents that the information provided in the Apartment Tenancy Application is true and correct. The information in the Apartment Tenancy Application is submitted by the Tenant for the purpose of verifying and answering questions as they relate to the credit history and experience of the Tenant. The Landlord is relying on the accuracy of all information provided. In the event of any inaccuracy, the information made available to the Landlord shall be deemed to have been fraudulently provided. The Tenant also specifically authorizes the Landlord to answer questions about its credit experience with the Tenant.
- 10. **REPORT TO CREDIT/TENANT AGENCIES:** The Tenant understands that a non-payment, late payment, or breach of any of the terms of this Agreement may be submitted and/or reported to a credit and/or tenant reporting agency, and may create a negative credit record on your credit report.

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11. **CHANGING OF LOCKS:** The Landlord may alter or add to the locking mechanisms on any doors of the Premises provided the Landlord provides the Tenant with replacement keys. The Tenant agrees not to change, add or alter any lock leading into the Premises without first obtaining the written permission of the Landlord, and if so granted, providing the Landlord with a key to the added or altered lock.
12. **GUARANTOR:** By signing this Agreement, the Guarantor becomes the principal debtor to this Agreement and is deemed to be a party to this Agreement. The Guarantor further agrees that liability under this guarantee shall continue until such time as this Agreement is terminated, and the Guarantor continues to be liable throughout any renewals or extensions to the term of this Agreement.
13. **ASSIGNMENT AND SUBLET:** The Tenant covenants not to assign or sublet the Premises without the prior written consent of the Landlord, which consent shall not be arbitrarily or unreasonably withheld except as allowed under the Applicable Legislation.
14. **PAYMENT BY NON-TENANT:** Except in so far as this Agreement is assigned or sublet in accordance with the paragraph immediately above, the acceptance of rent by the Landlord from any person other than the Tenant does not create any agreement between that other person and the Landlord in respect of the Premises.
15. **CONDITION OF PREMISES:** The Tenant agrees that there is no promise, representation or undertaking by or binding upon the Landlord with respect to any alteration, remodeling or decorating of, or installation of equipment or fixtures in the Premises, except such, if any, as is expressly set forth in this Agreement.
16. **BANKRUPTCY:** In the event of the bankruptcy of the Tenant, the Landlord shall rank as a preferred creditor pursuant to the Bankruptcy and Insolvency Act in respect of arrears of rent for a period of three months next preceding the bankruptcy.
17. **SMOKE DETECTORS:** The Landlord has equipped the rented Premises with a smoke detecting device(s). **The Tenant covenants and agrees with the Landlord to maintain such smoke detection device(s) in good working order, repair and operating condition at the Tenant(s) sole cost and expense, including replacing the batteries as required from time to time but at least once annually.** The Tenant further covenants and agrees with the Landlord to indemnify and hold harmless the Landlord with respect thereto and with respect to any claims, actions, suits, proceedings, damages, costs and expenses that the Landlord may be put to in that regard. The Tenant further agrees to immediately advise the Landlord in writing of the non-functioning of such smoke detector device(s) except where it results from the failure and/or non-replacement of the batteries, for which the Tenant is responsible.
18. **OTHER TERMS AND CONDITIONS:** Schedule A, attached hereto, forms part of this Agreement.

The Tenant acknowledges that prior to signing this Tenancy Agreement the Tenant has read this Agreement and consents to the terms, covenants, conditions and provisions herein. This Tenancy Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and there are not and shall not be any verbal statements, representations, warranties, undertakings or agreements between the parties with respect to the subject matter hereof not contained herein. This Agreement may not be amended or modified in any respect except by written instrument.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written below:

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness (Signature, Print Name)

Landlord (or Agent for the Landlord) (Signature, Print Name)

Witness (Signature, Print Name)

Tenant (Signature, Print Name)

Witness (Signature, Print Name)

Tenant (Signature, Print Name)

Witness (Signature, Print Name)

Guarantor (Signature, Print Name)

I hereby acknowledge receipt of a duplicate original of the Agreement:

Witness (Signature, Print Name)

Tenant (Signature, Print Name)

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RENTAL APARTMENT TENANCY AGREEMENT

SCHEDULE A

Rules, Regulations and Other Terms and Conditions for [ADDRESS], Oshawa, Ontario, [PC]

This Schedule is attached to, and forms a part of, this Rental Apartment Tenancy Agreement. Many of the following items are based upon the legislation of the Residential Tenancies Act (RTA) and its interpretations by the Landlord and Tenant Board.

1. **RULES AND REGULATIONS:** The Tenant agrees to comply with each of the rules and regulations of the Agreement as defined below and which may from time to time be amended, modified or added to.
2. **ENERGY CONSERVATION:** The Tenant shall exercise care and diligence as a prudent owner would to not waste water, electricity (hydro) or heat by allowing water to remain running while not being used, or leaving lights on or other electrical appliances when not needed, or leaving exterior doors or windows open while the heat is on, or to use the provided appliances for any other purpose than the purpose of its design; by example, the stove shall not be used to heat the Premises. The Tenant shall immediately report to the Landlord the malfunctioning of any equipment, such as water taps and electrical appliances that are causing such waste.
3. **CARE OF THE UNIT:** The Tenant shall clean and maintain floors, fixtures and appliances and clean and maintain all washable surfaces in the Premises sufficiently often to prevent above normal wear and tear or deterioration and to leave the Premises in a condition of cleanliness and repair suitable for immediate re-rental including, but not limited to, the cleaning of all appliances. Ice shall not be scraped from any surface of the refrigerator and electric defrosters shall not be used. Plastic parts of the refrigerator shall not be subjected to water hotter than the human hand can bear. Any damage to the refrigerator shall be paid for by the Tenant. The Tenant agrees to be liable for the costs of repair of damage to the Premises or Property caused by the willful or negligent conduct of the Tenant, other occupants of the Premises or persons who are permitted on the Property or in the Premises by the Tenant.
4. **ALTERATIONS AND DECORATING:** No alterations are to be made to the Premises without written approval of the Landlord, other than approved picture hooks. No spokes, hooks, screws, stick-on hangers or nails shall be put into the walls, ceilings or woodwork of the Premises. No wallpaper or other adhesive wall covering may be applied by the Tenant. No paint of a colour other than that approved by the Landlord may be applied by a Tenant.
5. **NEGLECT:** Any injury or damage caused to the building or to its appointments, furnishings, heating or other appliances or to any other Tenant, or to the Premises occupied by the Tenant, by reason of windows being left open, so as to admit creatures of every kind, or rain, snow, dust or other adversely-impacting elements into the Premises or to cause freezing conditions or by interference or neglect of electric baseboard heaters, or by water left running in the Premises, or by reason of any other misconduct or neglect upon the part of the Tenant, his guest or any invitee shall be made good by the Tenant in whose Premises the aforementioned interference, neglect or other misconduct was caused.
6. **PEST CONTROL:** Where the Tenant or his guests have brought or allowed pests of any kind, including but not limited to, rodents and insects of every kind, into the Premises or building, the Tenant shall be liable to pay for any and all treatments for such removal or eradication.
7. **CLOGGED DRAINS AND TOILETS:** The Tenant is responsible for all clogged drains and toilets and is responsible for damages arising in the Premises or in any other so affected Premises.
8. **INTERFERENCE WITH LANDLORD'S AND OTHER TENANTS' RIGHTS:** The Tenant shall not do, or permit anything to be done, in the Premises or keep anything therein which may in any way obstruct or interfere with the rights of other Tenants or the Landlord or in any way injure or annoy any of them or conflict with any statutes or municipal bylaws. The Tenant shall not at any time make or permit any noise to be made in the Premises, building or grounds, nor allow to be played any sound-producing devices loudly, or any other form of activity which might be annoying or disturbing to other Tenants.
9. **INSPECTIONS:** At the beginning and expiration of this Agreement, and from time to time as the Landlord deems necessary in its sole discretion and with twenty-four hours advance notice, the Tenant and Landlord shall undertake an inspection of the Unit which written report requires both parties to sign and date. The Tenant agrees that photographs may be taken of the Unit and retained by the Landlord as evidence of the state of the Unit as of the date of each prescribed inspection report. If the Tenant provides an email address to the Landlord as defined elsewhere herein, the Landlord will provide a digital copy of such photographs to the Tenant at the Tenant's express written request. During the Term of this Agreement and upon its expiration pending an exit inspection, the Tenant agrees and authorizes the Landlord to charge the Tenant for any or all of the following:
 - (a) Damage to walls caused by excessive use of plugs, large nails or any other unreasonable damage resulted to the walls by any means and to make correct;
 - (b) Unplugging toilets, sinks and drains;
 - (c) Repairs and replacement required where windows have been left open and which have caused plumbing to freeze, or rain or water damage to floors or walls;
 - (d) Replacement or repair of damaged or missing to doors, windows, screens, mirrors or light and plumb fixtures;
 - (e) Repairing of cuts, burns, or water damage to linoleum, rugs, tiles and other areas;
 - (f) Any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
 - (g) Any other purpose allowed under the Residential Tenancies Act.
10. **PARKING:** The Tenant covenants and agrees that:
 - (a) The Landlord assumes no liability or for any damage to vehicles no matter how caused.
 - (b) The Tenant agrees to abide by all regulations made by the Landlord for the parking area containing the parking space.
 - (c) Visitors may only use parking spaces that have not been assigned to an apartment number. **Tenants must not use unassigned parking spaces at anytime.**

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- (d) Any vehicle found illegally parked may be removed from the Property at the expense of the vehicle's owner.
 - (e) The Tenant shall be liable for any repair and/or cleanup required of the Premises or parking area caused by spillage or leakage of any chemical substance (gasoline, antifreeze, oil, etc.) from a Tenant's vehicle.
 - (f) No vehicle that is unlicensed, noisy, dangerous, improperly insured, wrecked, unsightly, dismantled or in an inoperative condition, in the sole and undisputed decision of the Landlord, shall be kept on the Property.
 - (g) The Tenant agrees not to use the parking space to carry out any repairs of any nature to his, or any other, vehicle or equipment, or to leave on the parking space any vehicle not moveable, unlicensed or otherwise abandoned. If the Tenant fails to comply with this clause then the Landlord can terminate this Agreement without notice or penalty, and may remove the vehicle immediately after cancelling this Agreement.
 - (h) The Tenant shall not wash his vehicle or other equipment on the Premises, and failure to comply shall be sufficient reason for the Landlord to immediately terminate this Agreement.
 - (i) "No Parking" areas and fire routes must be kept clear of vehicles and any other property of the Tenant.
 - (j) The Landlord shall have the right from time to time to make regulations and to revoke and alter the same as to the use of parking space and the access routes thereto.
 - (k) In order to ensure the orderly and safe operation of the parking area, the Landlord shall be entitled by himself or his agents to enforce its regulations and to exclude from the parking area any person who, on reasonable notice, fails to comply with such regulations.
 - (l) The Tenant agrees that the Landlord shall in no way be liable for any damage suffered by the Tenant or by any person using the parking by reason of the Landlord's failure to maintain the parking area and keeping the same free from snow and ice or any other matter.
 - (m) The Tenant covenants and agrees to indemnify the Landlord for any damage suffered by the Landlord by reason of the use of the parking space or area by the Tenant or any other person.
 - (n) In the event that the Tenant is going to be away for a period longer than forty-eight (48) hours, the Tenant agrees to provide to the Landlord the keys to the vehicle, or with the name of a person having access to the keys to the vehicle so that the vehicle may be moved if such a move is required by the Landlord. If the Tenant fails to comply with this clause, and the vehicle has to be moved, then the Landlord may move the vehicle and the cost and risk of moving such vehicle shall be borne solely by the Tenant.
11. **PARKING PLUG-INS AND ELECTRICAL CABLE EXTENSIONS:** In-car heaters or battery warmers are not permitted. The Tenant shall not run an electrical cable or extension cord from the rented Premises or the Landlord's Premises to any vehicle or for any other purpose.
 12. **SMOKING:** Smoking is not permitted by Tenants or their guests anywhere on the Property, inside the building or in the unit.
 13. **FLOORING AND COVERINGS:** No furnishings shall be moved over the floors of the Premises, halls, landings or stairs so as to cause marks. Floors shall be protected from heavy furnishings. Installation of wall-to-wall carpeting shall be done in such a manner so as to not damage the flooring. If glue, stain or any other marks caused by carpeting occurs, the Tenant shall be responsible for returning the flooring to its original condition before vacating the Premises. The Tenant shall provide carpets for frequent walking areas in the Premises.
 14. **ELECTRIC LIGHT BULBS:** The Landlord shall furnish electric light bulbs in the fixtures, and fuses in any panel box installed by the Landlord, at the time the Tenant takes possession of the Premises, but not thereafter. Upon termination of the tenancy, the Tenant shall be responsible for ensuring that all electric light bulbs and fuses are in place and in an operable condition.
 15. **APPLIANCES:** the Tenant shall use only those appliances supplied by the Landlord. Written permission must be obtained from the Landlord for the use of any other appliances including, but not limited to, any dishwasher, air conditioner, space heater, laundry equipment, refuse compactor or any other unit that requires use of plumbing, drainage, electrical power or installation. The Tenant shall pay for all repairs to the appliances other than normal wear and tear. For clarity, this restriction does not apply to a television screen than 50 inches, stereo/audio equipment, radio, personal computers (1 per tenant) and electrical gaming devices.
 16. **WATERBEDS:** Waterbeds are not permitted on or in the Premises and the Tenant agrees not to put a waterbed on or in the Premises.
 17. **ANTENNAE / SATELLITE DISHES:** Antennae and satellite dishes shall not be installed in the Premises, including the balcony, or on the Property.
 18. **LOCKOUTS:** It shall not be the responsibility of the Landlord to admit Tenants who have been locked out of their Premises because of their own carelessness. An administrative charge as noted herein, due upon receipt of an invoice, will be levied to unlock doors if unlocked by the Landlord or its agent.
 19. **LOITERING:** Tenants, their children and guests are not permitted to loiter or play in the lobbies, halls, stairways, parking areas, or anywhere in or around the building where they may endanger themselves or unnecessarily disturb Tenants.
 20. **USE OF OPENINGS:** No object or liquids shall be thrown from out of the windows, balconies or other openings of the building nor shall any object be hung from the outside of any window or balcony nor shall any rugs, mats, clothing, dusters, mops or other objects be shaken out of the windows. Windows shall be covered only with the drapes or curtains supplied by the Landlord. Drapes and drapery tracks where provided by the Landlord shall not be removed
 21. **VITAL SERVICES:** The Tenant expressly agrees to obtain and maintain all vital services, including heat and electricity, except water, hot water and use of a hot water tank, which three latter services shall be provided by the Landlord. The Tenant further covenants and agrees that they shall maintain a level of heat in the Premises at all times in such a manner as to protect the Premises from damage.
 22. **BASEBOARD HEATERS:** Must be free and clear of all obstacles, and no combustibles shall be stored near any source of heat, including, but not limited to, baseboard heaters.
 23. **BALCONIES:** Balconies shall not be used for hanging clothes, for cooking or barbecuing or as storage areas. Flower containers must be hung only on the inside of the balcony. Carpeting is not allowed on the balcony. Satellite dishes are not permitted to be installed on the balconies. Alterations or additions to the balcony or railings are not permitted.
 24. **ENTRANCES AND HALLWAYS:** The Tenant shall not obstruct or permit to be obstructed the halls or passages or other common parts and areas of the building. Rubbers, overshoes, baby carriages, toys, sleds, bicycles and similar effects shall not be left in the public corridors or outside vestibules or entrances to the Premises.
 25. **HOUSEHOLD GARBAGE AND RECYCLING:** All garbage, including bottles, cans and newspapers, shall be wrapped and tied, and placed in the designated

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area for garbage. Garbage shall never be left in the common areas. The Tenant shall comply with the Municipal Recycling Program for all recyclable material.

26. LAUNDRY ROOM:

- (a) The Tenant shall be entitled to use, at his own risk and expense, the automatic washers and drying machines installed in the building and provided for the convenience of all Tenants.
- (b) The Landlord does not warranty the sufficiency or performance of the said machines and shall be free from all responsibility for any damage or loss of any kind by reason the use thereof.
- (c) The Tenant shall remove all items from the machines immediately after the machine cycle has completed.
- (d) The Tenant shall keep the laundry room tidy and shall store their detergents and other washing and drying materiel only in a safe and secure area of their own rented Premises.

27. STORAGE ROOMS: Where individual storage lockers have been provided, the Landlord assumes no liability for loss or damage to articles stored in them. Gasoline, paint or other potentially harmful or flammable materials shall not be stored in the lockers.

28. MOVING FURNISHINGS: Moving of furnishings to and from the Premises may be scheduled only between the hours of 9 a.m. and 7:00 p.m. on designated days or at the discretion of the Landlord. All crates, barrels, packing boxes and the like must be disposed of by the Tenant. The building superintendant must be advised of proposed move of any kind.

29. DELIVERY SERVICES: The Landlord shall have the right to limit access to the building for deliveries where such deliveries are not in the opinion of the Landlord to be in the best interest of the building or its occupants.

30. RIGHT OF ENTRY: The Landlord, its agents and employees, may enter the rented Premises as follows:

- (a) In case of emergency, at any lime;
- (b) After notice of termination has been given by the Landlord or the Tenant, at any time between 8:00 a.m. and 8:00 p.m. for the purpose of showing the rented Premises to prospective tenants;
- (c) At any time between 8:00 a.m. and 8:00 p.m. with twenty-four hours notice in writing, specifying the time of entry;
 - i. to carry out a repair or to do work in the rented Premises;
 - ii. to allow a potential purchaser, mortgagee, insurer, or valuer to view the rented Premises;
 - iii. to view or inspect the state of repair of the rented Premises or of any system of the building;
 - iv. to ascertain if the rented Premises have been abandoned;
 - v. for any other reasonable reason set out in the Rules and Regulations as amended from time to time; or
- (d) At anytime with the consent of the Tenant at the time of entry.

31. HAZARDOUS SUBSTANCES: The Tenant shall not bring or permit the bringing or storage of any contaminants or noxious, dangerous or toxic substances into or upon the Premises or keep or have on the Premises any article or thing of a dangerous, flammable, or explosive nature that might increase the danger of the Tenant's residence and that of the other Tenants.

32. GARAGE SALES, ETC.: The Tenant agrees not to permit a sale, auction or other such similar activity to be held on the Property or in the Premises without written consent of the Landlord.

33. NO BUSINESSES: The Tenant agrees to use the Premises as a residential dwelling and for no other purpose whatsoever. The Tenant specifically agrees that he and his guests shall not use the Premises or any part of the Property for the purpose of carrying on any business, profession, or trade of any kind, including but not limited to activities such as the operation of babysitting or child care services. Illegal operations of any and every kind are not permitted anywhere on the Property or in or on the Premises.

34. REPAIRS AND RENOVATIONS: The Landlord may perform such repairs or renovations as it deems necessary or advisable, at its sole discretion.

35. TENANT PHONE NUMBER: The Tenant shall provide their telephone number for the Premises to the Landlord as soon as it becomes known to the Tenant and the Tenant agrees to notify the Landlord in writing of any new home phone number if such should change during the Tenant's tenancy in the Premises.

36. EMAIL: The Tenant agrees that providing their email address to the Landlord connotes 'opted-in' permission for the Landlord to use it for communications purposes related to the business of the Premises. However, in no way shall email correspondence be relied upon by either the Landlord or the Tenant as assurance that formal communiqué between the parties has been transacted or completed.

37. WEBSITE: The Tenant acknowledges that the Landlord maintains a website at _____ for the Premises, which website is provided by the Landlord for the Tenant's benefit and of which website the Tenant is encouraged to visit from time to time or as necessary to review information on the policies, procedures, rules and regulations pertaining to the Premises as well as other useful information that may be available from time to time about the amenities in and around the Premises. The website is provided for general informational purposes only and the Landlord shall not be liable in any manner for the contents on such website.

38. PROPERTY TAXES: The Landlord will pay all real property taxes with respect to the Premises as assessed against the Landlord, provided that should the Tenant be assessed as a **Separate School supporter**, the Tenant shall pay any increased taxes resulting there from.

39. AVAILABILITY OF PREMISES: If, for any reason whatsoever, the Premises shall not be available to the Tenant upon the commencement of the term, the rent under this Tenancy Agreement shall abate until the Premises are available for occupancy and possession thereof has been given to the Tenant. The Landlord shall not be liable or responsible, and the Tenant shall not be entitled to compensation for any damages, loss, inconvenience, nuisance or discomfort occasioned or arising by reason of the Premises not being available for occupancy on the date herein stipulated or by reason of the Landlord being unable to fulfill or comply with any term, condition, covenant or obligation herein contained.

40. COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION: The Tenant understands that personal information will be collected about the Tenant (e.g. contact information, compliance with the tenancy agreement and rules and regulations, payment information and, where appropriate, the Tenant's dependants and visitors (e.g. compliance with rules and regulations)). The Tenant understands and consents to the Landlord collecting or updating such personal information if the Tenant is in arrears of rent or fees or wishes to renew a tenancy agreement, and that the Landlord may report Tenant information to consumer

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Landlord Initials		Tenant(s) Initials	
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reporting services or collection agencies. The Tenant acknowledges having been given the chance to ask any questions the Tenant has about the Privacy Policies and they have been answered to the Tenant's satisfaction. The Tenant understands that, as explained in the Privacy Policy, there are some rare exceptions to these commitments.

41. TERMINATIONS:

- (a) The Landlord and Tenant shall comply with the termination provisions of the Applicable Legislation.
- (b) If a Notice of Termination has been served on the Tenant by the Landlord for non-payment of rent or for damages, then the Tenant must immediately pay by money order or certified cheque the amount shown on the notice.
- (c) In the event that the Tenant gives notice to vacate the Premises on or before a certain date or is otherwise legally obliged to vacate the Premises and the Landlord enters into a Agreement with a third party to rent the Premises herein described or any period thereafter to such third party and the Tenant fails to vacate the Premises on or before that date, then the Tenant agrees that in addition to all liability to the Landlord for such overholding, he shall indemnify the Landlord for all losses suffered thereby including all reasonable legal fees and disbursements as between a solicitor and his own client, and such losses and expenses shall be and may be arrears of rent.
- (d) Should the Tenant need to vacate at the expiry of the term, the Tenant must provide the Landlord with sixty (60) calendar days' notice in writing no later than the first of the month.

42. TENANCY ABANDONMENT AND NON-PAYMENT OF RENT: The Tenant agrees that if the Premises are vacant or abandoned on any rental due date and no payment of rent for that date has been received by the Landlord, or if rent at any time remains unpaid and the majority of the usual apartment furnishings are absent from the Premises, in either event, the Tenant shall be deemed to have abandoned the Premises and the Landlord shall be entitled to, and may immediately enter the Premises without notice to the Tenant by whatsoever means are necessary and shall have the right to rent the said Premises as the agent of the Tenant and to receive the rent therefrom and the Tenant shall remain fully liable on this Agreement. Anything left on the Premises may at any time be sold or otherwise disposed of by the Landlord to such person and at such prices as it may see fit and the net proceeds, if any, of any sale, after deducting any costs, shall be applied in reduction in indebtedness of the Tenant to the Landlord. Provided always that if the Landlord has acted on reasonable grounds and in good faith, neither it nor its employees or agents shall, in any way be liable for damages of any nature whatsoever resulting to the Tenant or other person or persons for such re-entry, disposition or sale.

43. LIABILITY: The Landlord shall not in any event whatsoever be liable or responsible for any form of negligence caused by its agents or employees for:

- (a) personal injury or death that may be suffered or sustained by the Tenant or any member of the Tenant's family, invitees or licensees or any other person who may be in the Premises of the Landlord;
- (b) any loss of damage or injury to any property or equipment whatsoever belonging to the Tenant or any member of the Tenant's family or to any other person while such property or equipment is in the Premises or on the Premises of the Landlord;
- (c) any damages caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Premises or the Premises of the Landlord or from the water, steam, sprinkler or drainage pipes or plumbing works of the same or from any other place or quarter;
- (d) any damage caused by or attributable to the condition or arrangement of any electrical or other wiring;
- (e) any damage caused by anything done or omitted to be done by any Tenants of the Landlord.

44. RENTER'S CONTENT INSURANCE: As per the LIABILITY clause immediately above, the Tenant understands that the Landlord is not responsible for damage or destruction, however caused, to the Tenant's personal property or contents of any and every kind, whether owned, rented, leased or borrowed by the Tenant, located anywhere in or on the Property, and understands that the Tenant should obtain Renter's Content Insurance to cover the repair or replacement of such personal effects.

45. AMENDMENT OR WAIVER: No amendment or waiver of any part of this Agreement shall be effective unless the same is in writing and attached to or endorsed on this Agreement solely by the Landlord, it being specifically understood between the parties hereto that the Landlord's janitors, superintendents and property managers are not the Landlord's agents within the meaning of this clause.

46. ADDRESS OF SERVICE: The Tenant may send correspondence to the attention of the Landlord at: 200 Park Road North, Unit A, Oshawa, Ontario, L1J 4L8

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Landlord Initials		Tenant(s) Initials	
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